

**FOR COUNTY USE ONLY**

County of San Bernardino

F A S

STANDARD CONTRACT

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code	SC	Dept. SHR Dent. A	Contract Number		
County Department SHERIFF		Dept. SHR	Orgn. SHR	Contractor's License No.		
County Department Contract Representative ROD HOOPS		Telephone (909) 387-0640		Total Contract Amount		
Contract Type <input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount	
Fund AAA	Dept. SHR	Organization SHR	Appr.	Obj/Rev Source 9800	GRC/PROJ/JOB No. RANGE	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Project Name Live Fire House			Estimated Payment Total by Fiscal Year			
			FY	Amount	I/D	

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

City of La Verne

Address La Verne Police Department
2061 Third Street

La Verne, CA 91750-4404

Telephone

(909) 596-1913

Federal ID No. or Social Security No.

hereinafter called **CONTRACTOR****IT IS HEREBY AGREED AS FOLLOWS:**

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WHEREAS, the COUNTY operates a Live Fire House located at the Frank Bland Regional Training Center;
AND

WHEREAS, the CONTRACTOR desires to enter into a contract for the use of said Live Fire House for the purpose of firearms training.

NOW, THEREFORE, the parties agree as follows:

I. SCOPE OF SERVICES.

- A. CONTRACTOR shall make use of the Live Fire House at approximately quarterly intervals during each contractual year. Use of the Live Fire House shall take place during normal range operating hours, at times and dates specified by the Sheriff's Rangemaster and/or Range Safety Officer.

- B. CONTRACTOR shall coordinate with a designated COUNTY Range Safety Officer regarding the proper use of the Live Fire House facilities. CONTRACTOR shall ensure that all CONTRACTOR's personnel utilizing the Live Fire House are knowledgeable with regard to the proper use of Live Fire House facilities.
- C. The CONTRACTOR shall supply, at no cost to the COUNTY, a qualified Rangemaster, who has successfully completed a California Peace Officer Standards of Training (P.O.S.T.) approved (or equivalent) firearms instructor course and the San Bernardino County Sheriff's Department live fire house safety course (or equivalent subject to the approval of the Sheriff's Rangemaster) who shall personally supervise and control the course of training of CONTRACTOR's personnel and/or students at the Live Fire House, subject to oversight and approval of the Sheriff's Rangemaster and/or Range Safety Officer. Depending upon the nature of the training activity, Sheriff's Rangemaster and/or Range Safety Officers or equivalent Live Fire House personnel may take direct control of the course of training of CONTRACTOR's personnel with the assistance of CONTRACTOR's Rangemaster.
1. All participants shall conduct themselves in accordance with Live Fire House Regulations and Safety Rules, as detailed in Exhibit A attached hereto.
 2. Violations of Range rules and regulations may result in immediate termination of CONTRACTOR's Live Fire House privileges.
- D. The CONTRACTOR shall limit the use of COUNTY's Live Fire House facilities to those personnel currently employed by CONTRACTOR at the time the Live Fire House is used.
- E. CONTRACTOR shall supply and bear the cost of all necessary supplies or equipment, necessary for shoots or training. CONTRACTOR shall supply all necessary ammunition and weapons. All expended shell casings shall become the sole property of the COUNTY.
- F. CONTRACTOR shall submit a course of fire to the Sheriff's Rangemaster and/or Range Safety Officer prior to CONTRACTOR's initial use of the Live Fire House. CONTRACTOR shall submit a new course of fire prior to making any change in use of Live Fire House.

II. CONSIDERATION.

CONTRACTOR shall compensate the COUNTY the lesser of \$35.00 per student or \$250.00 per team per day or any portion thereof. It shall be the sole responsibility of the CONTRACTOR to ensure that all shooters arrive for all shoots and training sessions. CONTRACTOR shall be billed in arrears upon completion of said training. COUNTY shall have the right to renegotiate the rate for use of the Live Fire House at the end of each fiscal year for the ensuing fiscal year. Any rate change shall be agreed to in writing by both parties in the form of an amendment to this contract.

III. TERM AND TERMINATION.

The term of this contract shall be for a period of three years commencing upon the date of approval by the San Bernardino County Board of Supervisors. Notwithstanding the foregoing, this contract may be terminated at any time, with or without cause, by either party, upon written notice given to the other party at least thirty (30) days prior to the date specified for such termination. In the event of termination, each party shall fully pay and discharge all obligations in favor of the other accruing prior to the date of such termination, and each party shall be released from all obligations or performance which would otherwise accrue subsequent to the date of termination.

IV. NOTICES.

All notices required to be given under this contract shall be in writing and delivered to the other party by registered or certified mail, postage prepaid. The addresses of the parties hereto, until further notice, are as follows:

CONTRACTOR: City of La Verne
 La Verne Police Department
 2061 Third Street
 La Verne, CA 91750-4404

COUNTY: San Bernardino County Sheriff's Department
 Bureau of Administration
 P.O. Box 569
 San Bernardino, CA 92402-0569

V. INDEMNIFICATION.

- A. The CONTRACTOR agrees to indemnify, defend, and hold harmless the COUNTY and its officers, employees, agents, and volunteers from any and all claims actions, losses damages and/or liability arising out of this contract from any cause whatsoever, including the acts, errors, or omissions of any persons and for any costs or expenses incurred by the COUNTY on account of any claim, therefore, except where such indemnification is prohibited by law. CONTRACTOR specifically agrees that this indemnification/defense clause and hold harmless clause is intended to extend to all acts of active or passive negligence, whether sole or concurrent, and that CONTRACTOR's duty to indemnify, defend and/or hold harmless is intended to be as broad and inclusive as is permitted by the law of the State of California, and that further if any portion thereof is held invalid, it is agreed that the balance, shall, notwithstanding, continue in full legal force and effect.
- B. CONTRACTOR further agrees to require each participant to execute a release and hold harmless agreement for the County of San Bernardino (a copy of which is attached hereto as Exhibit B). Each participant will be required to present a fully executed release and hold harmless agreement to COUNTY prior to being allowed to participate in the training program.

VI. INSURANCE.

Without in anyway affecting the indemnity herein provided and in addition hereto, the CONTRACTOR shall secure and maintain throughout the contract the following types of insurance with limits as shown:

- A. Workers' Compensation. A program of Workers' Compensation insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the CONTRACTOR and specifically covering CONTRACTOR's employees' activities at the range facilities.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- B. Comprehensive General and Automobile Liability Insurance. This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than three million dollars (\$3,000,000).
- C. Additional Named Insured. All policies, except for Worker's Compensation, Errors and Omissions, and Professional Liability policies, shall contain additional endorsements naming the COUNTY and its officers, employees, agents, and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.
- D. Waiver of Subrogation Rights. CONTRACTOR shall require the carriers of the above-required coverages to waive all rights of subrogation against the COUNTY, its officers, employees, agents, volunteers, contractors, and subcontractors.
- E. Policies Primary and Non-Contributory. All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the COUNTY.
- F. Proof of Coverage. CONTRACTOR shall immediately furnish certificates of insurance to the Sheriff's Department evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department and CONTRACTOR shall maintain such insurance from the time CONTRACTOR commences performance of services hereunder until the completion of such services. Within sixty (60) days of the

commencement of the contract, the CONTRACTOR shall furnish certified copies of the policies and all endorsements.

- G. Insurance Review. The above insurance requirements are subject to periodic review by the COUNTY. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interest of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.
- H. Any such reduction or waiver for the entire term of the contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.
- I. The CONTRACTOR may accomplish the insurance requirements herein through a State approved self-insurance program.

VII. AUTHORITY.

The Sheriff of San Bernardino County shall have the right to exercise the COUNTY's authority under this contract including the right to give notice of termination on behalf of the COUNTY at his sole discretion.

VIII. FULL UNDERSTANDING.

This contract represents the full and complete understanding of the parties with respect to the subject matter hereto, and this contract supersedes all prior oral and written agreements or understandings between the parties with respect to the subject matter hereto. Any amendment to this contract shall be in writing, signed by both parties. This contract shall be governed by the laws of the State of California. Venue for any lawsuit pertaining to this contract shall be Superior Court of California, County of San Bernardino, San Bernardino Division.

IX. CONCLUSION.

This contract consisting of six (6) pages, Exhibit A and Exhibit B is the full and complete document describing the services to be rendered by COUNTY to CONTRACTOR, including all covenants, conditions and benefits.

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COUNTY OF SAN BERNARDINO

► _____
Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

City of La Verne
(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

La Verne Police Department

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

By _____
Deputy

Address 2061 Third Street
La Verne, CA 91750-4404

Approved as to Legal Form	Reviewed by Contract Compliance	Reviewed for Processing
▶ County Counsel, Kevin L. Norris, Deputy	▶ _____	▶ Agency Administrator/CAO
Date _____	Date _____	Date _____

Auditor/Controller-Recorder Use Only	
<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

EXHIBIT A

San Bernardino Sheriff's Department

Live Fire House Regulations and Safety Rules

1. Approval for use of the Live Fire House must be made to the Range Safety Officer or the Range Master; authorized firearms instructors must be present during use; the primary (lead) instructor is responsible for the safe operation and maintenance of the Live Fire House; all training, presentation, or demonstrations, whether live fire or not, will be under the direct supervision of an instructor; the primary instructor will insure that all participants involved in live fire training are qualified to do so; all instructors must have satisfactorily completed a "Live Fire House Operations-Instructor Development Course", as offered by either San Bernardino County Sheriff's Department (or equivalent subject to the approval of the Sheriff's Rangemaster); the primary instructor will ensure that all participants involved in Live Fire House training receive a safety briefing that includes basic firearms safety, and the safe operating procedures for the Live Fire House; all loading and unloading of weapons will be under the direct supervision of a firearms instructor; the primary instructor will insure that the following safety equipment is on-hand prior to "Live Firearms Training", these include, first aid trauma kit, radio or other form of communication, that fire extinguishers are present and charged.
2. Under most circumstances, the student to authorized instructor ratio will not exceed 3 to 1; body armor, eye and hearing protection must be worn by everyone who enters the Live Fire House, the body armor must be capable of stopping the ammunition being used in the training exercises; prior to live fire exercises, all rooms will be checked to insure that no personnel are present; firearm instructors will insure that targets are placed so that, when engaged, rounds will hit the proper backstop and rounds will not exit the building; authorized/approved ammunition shall only be used, if your ammunition is not on the approved list a test must be conducted by the Range Safety Officer to verify that the ammunition is appropriate for the facility; no metal targets will be allowed; instructors shall review all targets and angles of deflections before beginning live fire; if during any training a safety whistle is blown or a command that is designated as a "Cease Fire" command is made, shooter shall freeze their movement, place trigger fingers outside of trigger guards, depress the weapons muzzles, and wait for further commands from the instructor; students are required to follow the direction of the instructors and the safe operating procedures at all times, failure to do so is just cause for removal from training, all observers are required to follow the safety rules established for the Live Fire House at all times, failure to comply with these safety rules is just cause for removal from the Live Fire Facility; instructors shall insure that no shots impact any containment wall closer than 18" from its upper edge; instructors shall monitor students to insure that firing positions are not taken that may endanger other students or may allow fired round(s) from escaping the containment area.
3. The red range flag must be posted prior to use; at the conclusion of the training session the building shall be checked for damage, fire and then secured; all damage not consistent with normal wear must be repaired, replaced and reported.

4. The entrance gates to the Live Fire House will be secured during all live fire exercises, with entry being approved only by the primary safety officer; no unauthorized persons shall be present in or around the Live Fire House without checking in with the safety officer and having his or her consent to be present; any injuries must be immediately reported to the Range Safety Officer or Range Master; a post operation inspection of the Live Fire House facility will be made by the primary instructor to insure the following: all weapons, ammunition, diversionary devices, body armor, and other equipment used during the training period are accounted for, that brass has been collected and that all other debris within the Live Fire House has been removed, that no student(s) has sustained any injuries during training, that no damage has been caused by the training; account for all personnel who used the Live Fire House.
5. All personnel involved in Live Fire House Training will sign the San Bernardino Sheriff's Department Liability Waiver prior to the beginning of any exercise; firearms will not be handled by persons with a blood alcohol content in excess of .00% by weight or under the influence of drugs or medication that would impair their motor skills, judgment, or balance; specific safety policies and procedures of the San Bernardino County Sheriff's Department will be followed at all times; curriculum of exercises that are to be conducted in the Live Fire House must be submitted in advance to the Range Safety Officer for his/her approval; all agencies seeking to use the Live Fire House must have a current Live Fire House Use contract with County of San Bernardino, and insurance document on file. No chemical agents may be used in the Live Fire House.

EXHIBIT B
COUNTY OF SAN BERNARDINO
INDIVIDUAL PARTICIPANT'S
RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
LIVE FIRE HOUSE
Frank Bland Regional Training Center

As a condition of being granted access to and use of the facilities known as the "LIVE FIRE HOUSE" located at the Frank Bland Regional Training Center, or being permitted to enter for any purpose the LIVE FIRE HOUSE, including the structure itself, ground appurtenant thereto, and/or to engage in any training activity connected with the LIVE FIRE HOUSE, the undersigned (hereinafter "the PARTICIPANT"), for him, his personal representative, heirs, wards, assigns and next of kin, state as follows:

1. PARTICIPANT acknowledges that the LIVE FIRE HOUSE provides a uniquely realistic tactical training environment. However, in so doing PARTICIPANT acknowledges that use of this training facility presents risk of bodily injury or death from the use of live ammunition during training activities associated with the LIVE FIRE HOUSE. While PARTICIPANT may engage in training activity at the LIVE FIRE HOUSE at the direction of his employing agency, nonetheless PARTICIPANT warrants affirmatively that PARTICIPANT'S engagement in such training activity is done with full knowledge of the risks inherent in said activity, and is done so voluntarily.
2. The PARTICIPANT hereby release(s), waive(s), discharge(s), and covenant(s) not to sue the County of San Bernardino, the Frank Bland Regional Training Center, the San Bernardino Sheriff's Department, nor any of their directors, supervisors, employees, volunteers, and/or agents (hereinafter "RELEASEES") for any and all loss, including but not limited to personal injury, death, damage, loss to property, claims for indemnity, and any other claim or demand therefore arising out of or in any way related to the use of the LIVE FIRE HOUSE, whether caused in whole or in part, solely or concurrently, by the active or passive negligence of RELEASEES or others, to the extent allowed by California law.
3. The PARTICIPANT hereby agrees to indemnify, provide a defense for and hold RELEASEES free from and harmless from any and all such loss, damage, liability, cost of personal injury or death to any user of said LIVE FIRE HOUSE that may arise during, out of, related to, or caused in any way during participation in any activity associated with and/or related to the use of the LIVE FIRE HOUSE, whether caused by the active or passive negligence, sole or concurrent, of the PARTICIPANT(S), of the RELEASEES or others to the extent allowed by California law.
4. The PARTICIPANT hereby acknowledges that there exist inherent risks of harm associated with the discharge of live ammunition, said inherent risks of harm which may give rise to bodily injury, death and/or property damage. The PARTICIPANT knowingly and voluntarily assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related to the discharge of live ammunition, or other use, handling and/or function, malfunction, or non-function of any firearms, whether caused by the active or passive negligence, sole, or concurrent, of the PARTICIPANT(S), of the RELEASEES, or others to the extent allowed by California law.
5. The PARTICIPANT hereby agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of active and passive negligence, whether sole or concurrent, by the PARTICIPANT(S), by the RELEASEES, and/or by third parties and is intended to be as broad and inclusive

as is permitted by the laws of the state of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

DATE

PARTICIPANT